In the Supreme Court of the United States

OCTOBER TERM, 1972

No. 72-1459

UNITED STATES OF AMERICA, PETITIONER,

v.

LITTLE LAKE MISERE LAND COMPANY, INC., ET AL.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

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Relevant Docket Entries

Complaint (Civil Action No. 14,588)	April 25, 1969
Complaint (Civil Action No. 14,589)	April 25, 1969
Order Dismissing Forest Oil Corporation as Defendant	July 30, 1969
Answer (Civil Action No. 14,588)	July 30, 1969
Answer (Civil Action No. 14,589)	July 30, 1969
Joint Motion for Consolidation and Order Granting Same	August 20, 1969
Stipulation of Facts	May 6, 1970
Motion for Summary Judgment filed by Defendants (Civil Action No. 14,588)	August 5, 1970
Motion for Summary Judgment filed by Defendants (Civil Action No. 14,589)	August 5, 1970
Motion for Summary Judgment filed by Plaintiff	October 5, 1970
Opinion of the District Court	March 9, 1971
Final Judgment	April 20, 1971
Notice of Appeal	June 11, 1971
Judgment of the Court of Appeals	December 30, 1971
Order granting an Extension of Time for filing a Petition for a Writ of Certiorari	March 21, 1972
Order granting an Extension of Time for filing a Petition for a Writ of Certiorari	April 20, 1972
Certiorari Granted	October 10, 1972

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

UNITED STATES OF AMERICA,
PLAINTIFF

v.

LITTLE LAKE MISERE LAND COMPANY, INC., NORTH AMERICAN LAND COMPANY, INC. FOREST OIL COMPANY, GLADYS KELLY DUPUY, JAMES F. GAYLE, MRS. SHIRLEY GAYLE, ADMINISTRATRIX OF THE ESTATE OF W. GEDGE GAYLE, ALICE B. KELLY, NANCY WHITESIDE KELLY, TRUSTEE; KING CORPORATION, VORIS KING, STANLEY W. KEMP, ADMINISTRATOR OF THE ESTATE OF F. A. LEMIEUX, FRANK J. LEMIEUX, GRACE MUSSER ZOOK, MABLE MUSSER POTTER, IRENE MUSSER ERWIN, MORGAN MUSSER, A. W. NOLAND, JR., MRS. B. A. MOULTER, EXECUTRIX OF THE ESTATE OF A. P. PUJO, C. A. KING, II, WILLIS W. NOLAND, F. J. VINCENT, MARGARET H. HEARD, JOHN WATKINS HUBER, C. E. BRAZIL, LOUIE D. BARBE, EXECUTOR OF THE ESTATE OF A. M. BARBE, BARBE GOUDEAU, ROBERT NOLAND AND H. MOSS WATKINS,
DEFENDANTS

Civil Action No. 14,588

ACTION TO QUIET TITLE AND FOR INJUNCTIVE RELIEF

COMPLAINT

The United States of America, by Edward L. Shaheen, United States Attorney for the Western District of Louisiana, acting under authority of the Attorney General of the United States and at the request of the Secretary of the Interior, respectfully shows to the Court:

1. This is a civil action brought by the United States to quiet title and for injunctive relief, and jurisdiction of this Court is based and predicated upon 28 U.S.C. sec. 1345.

2. The defendants Little Lake Misere Land Company, Inc. and North American Land Company, Inc., are corporations organized and existing under the laws of the State of Louisiana and are domiciled in the Parish of Calcasieu, Louisiana.

3. The defendant Forest Oil Company is a corporation organized and existing under the laws of the State of New York and duly authorized to do business in the State of Louisiana.

4. The United States is the owner in fee simple, including all of the minerals and mineral rights, of the following described property, comprising approximately 2,574 acres of land situated in Cameron Parish, Louisiana:

(a) TRACT (140): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: All Section One (1); that part of Section 2 (2) lying East of the East right-of-way boundary of the Bell City Drainage Canal; that part of Section Eleven (11) lying East of the East right-of-way boundary of the Bell City Drainage Canal, North of Little Lake Misere, and North of the North right-of-way boundary of the Intracoastal Waterway; and, in Section Twelve (12), that part lying North of the North right-of-way boundary of the Intracoastal Waterway, and bounded as follows:

Beginning at Corner 1, the intersection of the line common to Ts. 12 and 13 S., R. 6 W., Secs. 35 and 2, with the East right-of-way boundary of the Bell City Drainage Canal; thence with part of the line common to T. 12 S., Sec. 35, and T. 13 S. Sec. 2, S. 89° 55′ E., 81.71 ch., to corner 2, common to T. 12 S., Secs. 35 and 36, and T. 13 S., Secs. 1 and 2; thence; with the line common to T. 12 S., Sec. 36, and T. 13 S., Sec. 1, S 89° 55′ E., 82.68 chains, to Corner 3, Common to Ts. 12 and 13 S., Rs. 5 and 6 W., Secs. 1, 6, 31, and 36; thence in part with the line common to R. 5 W. Sec. 6, 6W, Sec. 1, and in part with part of the line common to R. 5 W., Sec. 7, and R. 6W Sec. 12, in T. 13 S., 96.67 chains to Corner 4, in the North right-of-way boundary of the Intracoastal Waterway; thence, with the North right-of-way boundary of the Intracoastal Waterway, in part through Sec. 12 and in part through Sec. 11, R. 6W., S. 69° 55′ W. 57.28 ch.

to Corner 5; S. 69° 55′ W. 45.85 chs. to corner 6, the intersection of the North right-of-way boundary of the Intracoastal Waterway with the Northeast shore of Little Lake Misere; thence, with the meanders of the Northeast shore of Little Lake Misere, N. 45° 46′ W., 0.21 chain, (6-1); N. 84° 32′ W., 2.89 chs., (6-2); N. 11° 29′ W., 3.88 chains, (6-3); S. 77° 39′ W., 2.27 chs., (6-4) N. 62° 11′ W., 3.60 chains, (6-5); N. 83° 23′ W., 15.00 chs., (6-6) S. 60° 52′ W., 5.96 chs. (6-7); S. 55° 30′ W., 5.23 chs., to Corner 7, the intersection of the North shore of Little Lake Misere with the East right-of-way boundary of the Bell City Drainage Canal; thence, along the East right-of-way boundary of the Bell City Drainage Canal, in part through Sec. 11 and in part through Sec. 2, T. 13 S., R. 6 W., N. 33° 23′ W., 56.28 ch., to Corner 8, N. 31° 32′ W., 1.19 chs., (8-1); N. 27° 49′ W., 1.18 chs. (8-2); N. 24° 06′ W., 1.18 chs. (8-3); N. 20° 23′ W., 1.18 chs. (8-4); N. 16° 40′ W., 1.18 chs., (8-5); N. 12° 57′ W., 1.18 chs., (8-6); N. 9° 14′ W., 1.18 chs., (8-7); N. 5° 31′ W., 1.18 chs., (8-8); N. 1° 49′ W., 1.19 chs., to Corner 9; N. 0° 03′ E., 34.07 chs. to Corner 10; N. 0° 03′ E., 40.00 chs., to the place of beginning; containing one thousand eight hundred and ninety-four and sixty one-hundredths (1,894.60) acres, more or less.

(b) TRACT (140-I): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of Sections Eleven (11), Twelve (12) and Thirteen (13) lying South of the South right-of-way boundary of the Intracoastal Waterway and North of the North shores of Little Lake Misere and Lake Misere, bounded as follows:

Beginning at Corner 1, the intersection of the line common to T. 13 S., Rs. 5 and 6 W., Secs. 13 and 18, with the North shore of Lake Misere; thence, in part along the North shore of Lake Misere, and in part with the North shore of Little Lake Misere with the meanders thereof, in part through Secs. 13, 12 and 11, T. 13 S., R. 6 W., S. 68° 16′ W., 0.38 ch., (1-1); S. 82° 27′ W., 11.88 chs., (1-2); N. 86° 09′ W., 6.76 chs., (1-3); N. 74° 49′ W., 3.07 chs., (1-4); N. 52° 36′ W., 4.17 chs., (1-5); N. 43° 30′ W., 5.39 chs., (1-6); N. 71° 01′ W., 11.17 chs., (1-7); S. 75° 30′ W., 7.27 chs., to

corner 2; North 12° 17′ W., 5.00 chs., (2-1); N. 32° 29′ W., 4.34 chs., (2-2); N. 17° 33′ W., 2.85 chs., (2-3); N. 19° 07′ E., 2.30 chs., (2-4); S. 80° 11′ W., 4.53 chs., (2-5); N. 56° 18′ W., 4.30 chs., (2-6); N. 70° 46′ W., 7.70 chs., (2-7); N. 55° 36′ W., 11.75 chs., (2-8); N. 61° 19′ W., 9.34 chs., (2-9); N. 33° 46′ W., 5.53 chs., (2-10); N. 8° 46′ W., 3.46 chs., (2-11); N. 35° 49′ W., 7.13 chs., (2-12); N. 45° 46′ W., 3.25 chs., to Corner 3, the intersection of the Northeast shore of Little Lake Misere with the South right-of-way boundary of the Intracoastal Waterway; thence, along the South right-of-way boundary of the Intracoastal Waterway, in part through Sec. 11 and in part through Sec. 12, N. 69° 55′ E., 43.66 chs., to Corner 4; N. 69° 55′ E., 55.64 chs., to Corner 5, the intersection of the South right-of-way boundary of the Intracoastal Waterway with the line common to Rs. 5 and 6 W., Secs. 7 and 12; thence, with part of the line common to Rs. 5 and 6 W., in part with part of the line common to Secs. 7 and 12 and in part with the line common to Secs. 13 and 18, S. 86.68 chs., to the place of beginning, containing four hundred ninety-four and sixty-two one-hundredths (494.62) acres, more or less.

(c) TRACT (140-II): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of Section Two (2) lying West of the West right-of-way boundary of the Bell City Drainage Canal, and bounded as follows:

Beginning at Corner 1, common to Secs. 2, 3, 10 and 11; thence, with part of the line common to Secs. 2 and 3, N. 0° 03′ E., 0.54 ch., to Corner 2, the intersection of the line common to Secs. 2 and 3 with the West right-of-way boundary of the Bell City Drainage Canal; thence with the West right-of-way line of the Bell City Drainage Canal, S. 16° 40′ E., 0.56 ch., to Corner 3, the intersection of the West right-of-way line of the Bell City Drainage Canal with the line common to Secs. 2 and 11; thence, with part of the line common to Secs. 2 and 11, N. 89° 55′ W., 0.16 ch., to the place of beginning; containing four one-thousandths (0.004) acre, more or less.

(d) TRACT (140-III): In Township Thirteen (13) South, Range Six West, Louisiana Meridian: That

part of Section Two (2) lying between the center line and the East right-of-way boundary of the Bell City Drainage Canal; and that part of Section Eleven (11) lying between the East and West right-of-way boundaries of the Bell City Drainage Canal, and bounded as follows:

Beginning at Corner 1, common to T. 12 S., Secs. 34 and 35, and T. 13 S., Secs. 2 and 3, in the center of the Bell City Drainage Canal; thence, with part of the line common to T. 12 S., Sec. 35, and T. 13 S., Sec. 2, S. 89° 55′ E., 0.76 ch., to Corner 2, the intersection of the line common to Ts. 12 and 13 S., Secs. 35 and 2, with the East right-of-way boundary of the Bell City Drainage Canal; thence, along the East right-of-way boundary of the Bell City Drainage Canal, in part through Sec. 2 and in part through Sec. 11, S. 0° 03′ W., 40.00 chs., to Corner 3; S. 0° 03′ W., 34.07 chs., to Corner 4; S. 1° 49′ E., 1.19 chs., (4-1); S. 5° 31′ E., 1.18 chs., (4-2); S. 9° 14′ E., 1.18 chs., (4-3); S. 12° 57′ E., 1.18 chs., (4-4); S. 16° 40′ E., 1.18 chs., (4-5); S. 20° 23′ E., 1.18 chs., (4-6); S. 24° 06′ E., 1.18 chs., (4-7); S. 27° 49′ E., 1.18 chs., (4-8); S. 31° 32′ E., 1.19 chs., to Corner 5; S. 33° 23′ E., 56.28 chs., to Corner 6, the intersection of the East right-of-way boundary of the Bell City Drainage Canal with the North shore of Little Lake Misere; thence, with the Northwest shore of Little Lake Misere, crossing the mouth of the Bell City Drainage Canal, S. 56° 03′ W., 1.52 chs., to Corner 7, the intersection of the Northwest shore of Little Lake Misere with the West right-of-way boundary of the Bell City Drainage Canal; thence, along the West right-of-way boundary of the Bell City Drainage Canal, N. 33° 23′ W., 56.31 chs., to Corner 8; N. 31° 32′ W., 1.27 chs., (8-1); N. 27° 49′ W., 1.28 chs., (8-2); N. 24° 06′ W., 1.28 chs., (8-3); N. 20° 23′ W., 1.28 chs., (8-4); N. 16° 40′ W., 0.38 ch., to Corner 9, the intersection of the West right-of-way boundary of the Bell City Drainage Canal with the line common to Secs. 2 and 11; thence with part of the line common to Secs. 2 and 11, S. 89° 55′ E., 0.79 ch., to Corner 10, the intersection of the line common to Secs. 2 and 11 with the center line of the Bell City Drainage Canal; thence, along the center line of the Bell City Drainage Canal, in Sec. 2, N. 16° 40′ W., 1.10 chs., (10-1); N. 12° 57′ W.,

1.23 chs., (10-2); N. 9° 14′ W., 1.23 chs., (10-3); N. 5° 31′ W., 1.23 chs., (10-4); N. 1° 49′ W., 1.23 chs., to Corner 11, the intersection of the center line of the Bell City Drainage Canal with the line common to Secs. 2 and 3; thence, with part of the line common to Secs. 2 and 3, N. 0° 03′ E., 34.08 chs., to Corner 12, N. 0° 03′ E., 40.00 chs., to the place of beginning; containing fifteen and forty one-hundredths (15.40) acres, more or less.

(e) TRACT (140-IV): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of Section Two (2) lying between the center line and the West right-of-way boundary line of the Bell City Drainage Canal, and bounded as follows:

Beginning at Corner 1, the intersection of the West right-of-way boundary of the Bell City Drainage Canal with the line common to Secs. 2 and 11; thence, with the West right-of-way boundary of the Bell City Drainage Canal, in Sec. 2, N. 16° 40′ W., 0.56 ch., to Corner 2, the intersection of the West right-of-way boundary of the Bell City Drainage Canal with the line common to Secs. 2 and 3; thence, with part of the line common to Secs. 2 and 3, N. 0° 03′ E., 5.38 chs., to Corner 3, the intersection of the line common to Secs. 2 and 3, with the center line of the Bell City Drainage Canal; thence, along the center line of the Bell City Drainage Canal, in Sec. 2, S. 1° 49′ E., 1.23 chs., (3-1); S. 5° 31′ E., 1.23 chs., (3-2); S. 9° 14′ E., 1.23 chs., (3-3); S. 12° 57′ E., 1.23 chs., (3-4); S. 16° 40′ E., 1.10 chs., to Corner 4, the intersection of the center line of the Bell City Drainage Canal with the line common to Secs. 2 and 11; thence, with part of the line common to Secs. 2 and 11, N. 89° 55′ W., 0.79 ch., to the place of beginning; containing 0.185 acre, more or less.

(f) TRACT (140-V): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of fractional sections Eleven (11) and Twelve (12) included within the right of way of the Intracoastal Waterway, lying northeast of Little Lake Misere, and bounded as follows:

Beginning at Corner 1, the intersection of the northerly right-of-way boundary of the Intracoastal Waterway with the northeast shore of Little Lake Misere;

thence along the shore of Little Lake Misere crossing the Intracoastal Waterway S. 45° 46′ E., 5.05 chains to Corner 2, the intersection of the southerly right-of-way boundary of the Intracoastal Waterway with the Northeast shore of Little Lake Misere with southerly right-of-way boundary of the Intracoastal Waterway N. 69° 55′ E. 43.66 chains to Corner 3; N. 69° 55′ E. 55.64 chains to Corner 4, the intersection of the southerly right-of-way boundary of the Intracoastal Waterway with the line common to Rs. 5 and 6 W., Section 7 and fractional Section 12; thence with the line common to Section 7 and fractional Section 12, Rs. 5 and 6 W. T. 13 S., crossing the Intracoastal Waterway North, 4.84 chains to Corner 5, the intersection of the line common to Ranges 5 and 6 W., Sec. 7 and fractional Section 12, with the northerly right-of-way boundary of the Intracoastal Waterway; thence along the northerly right-of-way boundary of the Intracoastal Waterway S. 69° 55′ W., 57.28 chains to Corner 6; S. 69° 55′ W., 45.85 chains to the place of beginning, containing 46.031 acres, more or less.

(g) TRACT (140a): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of Section Eleven (11) lying West of the West right-of-way boundary of the Bell City Drainage Canal, west of Little Lake Misere, and North of the North right-of-way boundary of the Intracoastal Waterway, and bounded as follows:

Beginning at Corner 1, common to Secs. 2, 3, 10 and 11; thence, with part of the line common to Secs. 2 and 11, S. 89° 55′ E., 0.16 Ch., to corner 2, the intersection of the line common to Secs. 2 and 11 with the West right-of-way boundary of the Bell City Drainage Canal in Sec. 11, S. 16° 40′ E., 0.38 ch., (2-1); S. 20° 23′ E., 1.28 chs., (2-2); S. 24° 06′ E., 1.28 chs., (2-3); S. 27° 49′ E., 1.28 chs., (2-4); S. 31° 32′ E., 1.27 chs., Corner 3: S. 33° 23′ E., 56.31 chs., to Corner 4, the intersection of the West right-of-way boundary line of the Bell City Drainage Canal with the Northwesterly shore of Little Lake Misere; thence, along the Northwesterly shore of Little Lake Misere with the meanders thereof, S. 11° 38′ W., 6.81 chs., (4-1); S. 4° 14′ E., 5.28 chs., (4-2);

S. 85° 09′ W., 1.62 chs., to Corner 5, the intersection of the Northwesterly shore of Little Lake Misere with the North right-of-way boundary of the Intracoastal Waterway; thence, with the North right-of-way boundary of the Intracoastal Waterway, S. 86° 13′ W., 5.20 chs., Corner 6; N. 87° 58′ W., 5.56 chs., Corner 7; N. 84° 58′ W., 20.27 chs., to Corner 8; the intersection of the North right-of-way boundary of the Intracoastal Waterway with the line common to Secs. 10 and 11; thence, with part of the line common to Secs. 10 and 11, N. 0° 03′ E., 22.34 chs. Corner 9; N. 0° 03′ E., 40.00 chs., to the place of beginning; containing 123.34 acres, more or less.

5. The property described in the previous paragraph (4) was acquired by the United States through a judgment of condemnation rendered in certain proceedings entitled *United States of America v. 2574.18 acres of land in Cameron Parish, Louisiana, Little Lake Misere Land Company, Inc., Tax Collector of Cameron Parish, North American Land Company, Inc., Bell City Drainage District of Cameron and Calcasieu Parishes*, Civil Action File No. 4, in the United States District Court for the Western District of Louisiana, Lake Charles Division, dated January 25, 1939, and recorded in Conveyance Book 41, page 49, under Entry No. 37771 of the records of Cameron Parish, Louisiana, said judgment having become final and effective through a final judgment rendered by the same court on August 30, 1939, and recorded in Conveyance Book 43, page 13, under Entry No. 41013 of the records of Cameron Parish.

6. The judgment of condemnation hereinabove described contains the following reservation of minerals in favor of the prior owners of the property who were defendants in the condemnation proceedings:

> Reserving unto the grantor, its successors, legal representatives and assigns, and specifically excepting from this acquisition all the oil, gas, sulphur and other minerals in, on or under said land, together with the right of investigating, exploring, prospecting, drilling and mining for and producing said oil, gas, sulphur and other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures, thereon to produce, save, take care of, treat, store, transport and manufacture said minerals and housing

the employees necessary for said purposes; which rights shall remain in force for a term of ten (10) years from the date of vesting of title in the United States and as long thereafter as oil, gas, sulphur or other mineral is produced from said land, or so long thereafter as grantor shall conduct drilling or reworking operations thereon with no cessation of more than sixty (60) days consecutively until production results; and, if production results, so long as such mineral is produced.

Provided further that at the end of said ten-year period of reservation, if not extended as hereinabove provided, or at the termination of any extended period in case the operation has not been carried on after said ten-year period as hereinabove provided, the right to mine, produce and market said oil, gas, sulphur or other mineral shall terminate at the end of said ten years, and the complete fee title to said lands shall thereby become vested in the United States.

Provided that forty per cent (40%) of one-eighth (⅛) royalty of all oil, gas, sulphur and other minerals so removed shall be paid to the United States of America until the total royalties so paid to the United States shall equal the purchase price of $12,870.90.

7. During a period of more than ten years after August 30, 1939, the date of the rendition of the final judgment of condemnation described in paragraph 5 hereof, no drilling or reworking operations were conducted and no production of any of the minerals named in the mineral reservation set forth in the previous paragraph was obtained from the lands described in paragraph 4.

8. As a result of the failure of the owners and holders of the mineral reservation hereinabove described to conduct operations provided for in said mineral reservation or to obtain the production of minerals within the period of ten years following the date of the final judgment of condemnation, said ten-year period terminating on August 30, 1949, the mineral reservation expired on that date, and the United States immediately became the owner of the fee simple title to the lands described in paragraph 4 hereof, including all of the minerals and mineral rights therein.

9. Since the expiration or termination of mineral reservation on August 30, 1949, and the reversion of the minerals

and mineral rights to the United States as the fee owner of the property, the United States, through its mineral lessees, has been in continuous physical possession of the property described in paragraph 4 hereof, including the minerals and mineral rights, and has continued to be and is the owner of the minerals and mineral rights in said property.

10. Notwithstanding the expiration or termination of the mineral rights originally reserved in the judgment of condemnation rendered and entered August 30, 1939, the defendants wrongfully claim all of the minerals and mineral rights in said property or mineral royalty rights emanating from the original owners and holders of the mineral reservation.

11. On November 15, 1966, the defendant Little Lake Misere Land Company, Inc., granted an oil, gas and mineral lease to one Tom H. Pal Cardin, affecting a portion of the property described in paragraph 4 hereof. This lease was recorded in Conveyance Book 222, page 655, under Entry No. 110727 of the records of Cameron Parish, and was thereafter assigned by Tom H. Pal Cardin to the defendant Forest Oil Company by instrument dated November 22, 1966, recorded in Conveyance Book 222, page 673, under Entry No. 110728 of the records of Cameron Parish.

12. The United States as the owner in fee simple of the property described in paragraph 4 hereof, including all of the minerals and mineral rights, and being in possession of said lands, minerals and mineral rights, is entitled to have its title in and to the minerals and mineral rights in the property quieted in it and against any claims asserted thereto by the defendants.

13. The United States, as owner of the property in fee simple title, is also entitled to a permanent injunction against the defendants, their officers, agents, servants, employees and attorneys, and all persons in active concert or participation with them, from asserting or claiming any right, title or interest to the minerals and mineral rights in the property.

WHEREFORE, plaintiff, the United States of America, prays for judgment against the defendants as follows:

(a) Quieting title of the United States in and to all of the minerals and mineral rights in and under the lands described in paragraph 4 hereof as against any claims and contentions on the part of the defendants;

(b) Decreeing that the United States has title to all of said minerals and mineral rights, subject only to existing oil, gas and mineral leases as granted by the United States and further decreeing that the defendants do not have any title or claim to said minerals and mineral rights;

(c) Permanently enjoining the defendants, their officers, agents, servants, employees and attorneys, and all persons in active concert or participation with them, from asserting or claiming any title or interest in and to said minerals and mineral rights;

(d) Cancelling and annulling as against the defendant Forest Oil Company that certain oil, gas and mineral lease dated November 15, 1966, granted by the defendant Little Lake Misere Land Company, Inc., to Tom H. Pal Cardin, recorded in Conveyance Book 222, page 655, under Entry No. 110727 of the records of Cameron Parish, Louisiana, which was thereafter assigned by Tom H. Pal Cardin to Forest Oil Company on November 22, 1966, said assignment having been recorded in Conveyance Book 222, page 673, under Entry No. 110728 of the records of Cameron Parish, Louisiana, and

(e) For such additional orders and decrees and such other relief as may be just and proper, together with costs.

/s/ Edward L. Shaheen
EDWARD L. SHAHEEN
United Stataes Attorney
Western District of Louisiana

/s/ D. H. Perkins, Jr.
D. H. PERKINS, JR.
Assistant United States Attorney
Western District of Louisiana

(Title Omitted)
No. 14,588

ORDER DISMISSING FOREST OIL CORPORATION AS DEFENDANT

On joint motion of Donald E. Walter, attorney for the United States of America, plaintiff, and Doyle, Smith, Doyle, Gordon, Arata & Watters, attorneys for Forest Oil Corporation, defendant in the above entitled cause (erroneously styled "Forest Oil Company" therein) and on suggesting to the Court that Forest Oil Corporation was named as a party defendant therein solely by reason of its ownership of an oil, gas and mineral lease originally granted by defendant, Little Lake Misere Land Company, Inc., on November 15, 1966, to one Tom H. Pal Carden, recorded in the Conveyance Records of Cameron Parish, Louisiana in Book 222, at page 655, under Entry No. 110727, and by said Carden subsequently assigning to Forest Oil Corporation by instrument dated November 22, 1966 and recorded in the Conveyance Records of Cameron Parish in Book 222, at page 673, under Entry No. 110728, and that prior to date of filing of the above entitled cause on April 25, 1969, that lease had terminated under its terms through failure to pay delay rentals on November 15, 1968, and Forest Oil Corporation by instrument dated November 29, 1968 and recorded in the Conveyance Records of Cameron Parish, Louisiana on December 6, 1968, in Book 245, under Entry No. 116929, surrendered and released said oil, gas and mineral lease to Little Lake Misere Land Company, Inc., and on suggesting to the Court, therefore, that Forest Oil Corporation is not claiming any title or interest in and to any minerals or mineral rights contradictorily with the United States but, on the contrary, is claiming mineral rights in and to portions of the properties described in the complaint filed in the above entitled cause under and by virtue of an oil and gas lease, BLM-A 033065, obtained from the United States of America, plaintiff in the above entitled cause, and on further suggesting that, the foregoing being considered, Forest Oil Corporation should be dismissed as a party defendant therein;

IT IS THEREFORE ORDERED that Forest Oil Corporation, defendant, be and it is hereby dismissed and discharged as a party defendant in this cause.

Shreveport, Louisiana, July 30, 1969.

/s/ Ben C. Dawkins, Jr.
United States District Judge

Submitted by:

/s/ Donald E. Walter
DONALD E. WALTER
United States Attorney
Western District of Louisiana

DOYLE, SMITH, DOYLE, GORDON,
ARATA & WATTERS

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Filed July 30, 1969

(Title Omitted)

No. 14,588

ANSWER

NOW INTO COURT, through undersigned counsel, come LITTLE LAKE MISERE LAND COMPANY, INC.; NORTH AMERICAN LAND COMPANY, INC.; GLADYS KELLY DUPUY; JAMES F. GAYLE; MRS. SHIRLEY GAYLE, ADMINISTRATRIX OF THE ESTATE OF W. GEDGE GAYLE; ALICE B. KELLY; NANCY WHITESIDE KELLY, TRUSTEE; KING CORPORATION; VORIS KING; STANLEY W. KEMP, ADMINISTRATOR OF THE ESTATE OF F. A. LEMIEUX; FRANK J. LEMIEUX; GRACE MUSSER ZOOK; MABLE MUSSER POTTER; IRENE MUSSER ERWIN; MORGAN MUSSER; A. W. NOLAND, JR.; BENNETT A. MOULTER, JR., EXECUTOR OF THE ESTATE OF A. P. PUJO; C. A. KING, II; WILLIS W. NOLAND; F. J. VINCENT; MARGARET H. HEARD; JOHN WATKINS HUBER; C. E. BRAZIL; LOUIE D. BARBE, EXECUTOR OF THE ESTATE OF A. M. BARBE; BARBE GOUDEAU; ROBERT NOLAND and H. MOSS WATKINS and for answer to the plaintiff's complaint, respectfully aver:

1.

The allegations of Paragraph 1 of said complaint are admitted.

2.

The allegations of Paragraph 2 of said complaint are admitted.

3.

The allegations of Paragraph 3 of said complaint are admitted.

4.

In answer to Paragraph 4 of said complaint, defendants admit that the United States is the owner of the surface title to the 2,574 acre tract described in said paragraph, but defendants deny that the United States has any interest in the minerals and mineral rights in said land.

5.

In answer to Paragraph 5 of said complaint, defendants admit that the United States acquired the surface rights only in the property described in Paragraph 4 of said complaint by the judgments of condemnation therein described which became final and effective on August 30, 1939, but defendants deny that said judgments vested in the United States any interest in the mineral rights in said lands.

6.

The allegations of Paragraph 6 of said complaint are admitted.

7.

The allegations of Paragraph 7 of said complaint are admitted.

8.

The allegations of Paragraph 8 of said complaint are especially denied.

9.

In answer to Paragraph 9 of said complaint, defendants admit that the United States has been in possession of the surface of the property since August 30, 1949, but all other allegations contained in said paragraph are denied.

10.

In answer to Paragraph 10 of said complaint, defendants admit that they have been and are now claiming all of the minerals and mineral rights or the mineral royalty rights emanating from the original owners and holders of the mineral reservation, but all other allegations contained in said paragraph are denied.

11.

In answer to Paragraph 11 of said complaint, defendants admit the execution and recordation of the mineral lease and assignment as described in said paragraph, but defendants aver that said mineral lease has now been released by Forest Oil Corporation.

12.

The allegations of Paragraph 12 of said complaint are denied.

13.

The allegations of Paragraph 13 of said complaint are denied.

FURTHER ANSWERING, your defendants aver:

14.

That as is alleged in the plaintiff's complaint, all of the minerals and mineral rights in the property described in said complaint were fully reserved to your defendants or their predecessors in title by the judgments of condemnation described in Paragraph 5 thereof, and defendants aver that the consideration provided for in said judgments to be paid for the expropriation of said property by the United States did not cover the value of the mineral rights therein.

15.

That as is specifically shown by the judgment of expropriation alleged on in the plaintiff's complaint, the properties involved in this suit were expropriated for public use as a Migratory Wild Life Refuge pursuant to the provisions of the Migratory Bird Treaty, 39 Stat. 1702, the Migratory Bird Treaty Act, 40 Stat. 755, and the Migratory Bird Conservation Act, 45 Stat. 1222, and the Secretary of Agriculture was duly authorized to acquire said lands by Title 7 of the Act of Congress approved June 15, 1935 (45 Stat. 378, 384), and in accordance with Articles 2626 and 2641, inclusive, Civil Code of Louisiana.

16.

When the confirmatory judgment of expropriation, again as alleged on in said complaint, became effective on August 30, 1939, there was in legal effect and existence Act No. 151 of the Louisiana Legislature of 1938 which provided in part as follows:

"* * * That when real estate is acquired by the United States of America, the State of Louisiana, or any of its

subdivisions, from any person, firm or corporation for use in any public work and/or improvement, and, by the act of acquisition, oil and gas and/or other minerals or royalties are reserved, prescription shall not run against such reservation of said oil, gas and/or other minerals or royalties."

17.

That said Act 151 of 1938 was superseded by Act No. 315 of the Louisiana Legislature of 1940 (LSA-R.S. 9:5806) which provided in part as follows:

"* * * That when land is acquired by contract, condemnation or expropriation proceedings by the United States of America, or any of its subdivisions or agencies, from any person, firm or corporation, and by the act of acquisition, verdict or judgment, oil, gas, and/or other minerals or royalties are reserved, or the land so acquired is by the act of acquisition conveyed subject to a prior sale or reservation of oil, gas and/or other minerals or royalties, still in force and effect, said rights so reserved or previously sold shall be imprescriptible."

18.

That the mineral reservation incorporated in the judgments of expropriation in favor of your defendants and their predecessors in title clearly established a mineral servitude of uncertain and indefinite duration; and defendants aver therefore that initially under the provisions of Act 151 of 1938 and subsequently under the corresponding provisions of Act 315 of 1940, said mineral rights were and are now imprescriptible.

19.

That at all times from the original reservation provided for in said judgment of condemnation and particularly subsequent to August 30, 1949, they have continued to assert their title to the mineral rights so reserved and have executed various contracts affecting these rights.

WHEREFORE, defendants pray for judgment against the plaintiff, the United States of America, as follows:

(a) Decreeing that your defendants have title to all of the minerals and mineral rights in the lands described in Paragraph 4 of plaintiff's complaint and that said mineral rights are and shall remain imprescriptible.

(b) Quieting the title of your defendants to all of the minerals and mineral rights in said lands as against any claim or contentions of the United States of America.

(c) For such additional orders and decrees and such other relief as may be just and proper, together with costs.

By their Attorneys

LISKOW & LEWIS

/s/ Austin W. Lewis
AUSTIN W. LEWIS, *Trial Attorney*
GENE W. LAFITTE
RICHARD E. GERARD
Suite 2211, 225 Baronne St.
New Orleans, Louisiana 70112
Telephone: 504-525-8553

Filed:
July 30, 1969

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

UNITED STATES OF AMERICA, PLAINTIFF V. LITTLE LAKE MISERE LAND COMPANY, INC., ET AL DEFENDANTS	Civil Action No. 14588
UNITED STATES OF AMERICA, PLAINTIFF V. MISERE OIL & GAS COMPANY, INC., ET AL DEFENDANTS	Civil Action No. 14589

JOINT MOTION FOR CONSOLIDATION

The United States of America, plaintiff, and the defendants in each of the above entitled causes hereby jointly move the Court to consolidate said actions for the reason that they involve common questions of law and fact.

WHEREFORE, plaintiff and defendants move the Court that the above actions be ordered to be consolidated.

UNITED STATES OF AMERICA,
PLAINTIFF

BY ITS ATTORNEYS

By /s/ Donald M. Walter

By /s/ D. H. Perkins, Jr.

LISKOW & LEWIS

By /s/ Austin W. Lewis

ORDER OF CONSOLIDATION

The Court having considered the joint motion of the plaintiff and defendants to consolidate the above entitled actions.

IT IS HEREBY ORDERED that Civil Actions No. 14588 and 14589 be and they hereby are consolidated.

Shreveport, Louisiana, August 20, 1969.

/s/ Ben C. Dawkins, Jr.
United States District Judge

Filed
Aug. 20, 1969

(Title Omitted)

Nos. 14,588
14,589

STIPULATION OF FACTS

It is hereby stipulated and agreed by and between the attorneys for the parties to the above-entitled actions that the following facts are true and that no additional evidence will be required to establish such facts:

1. These actions were brought by the United States on April 25, 1969, to quiet title to the minerals and mineral rights in approximately 12,625 acres of land in Cameron Parish, Louisiana, which were acquired by the United States by purchase or in condemnation proceedings in 1937 and 1939. The lands involved in these cases form a part of the Lacassine Wild Life Refuge under the jurisdiction of the Department of the Interior.

2. The jurisdiction of this Court in these cases is predicated upon 28 U.S.C. sec. 1345.

2. By order entered August 20, 1969, these actions were consolidated for trial pursuant to Rule 42(a) F.R. Civ. P.

Civil Action No. 14588

4. The defendants, Little Lake Misere Land Company, Inc., and North American Land Company, Inc., are corporations duly organized and existing under the laws of the State of Louisiana with their principal place of business at Lake Charles in the Parish of Calcasieu, Louisiana.

5. The property described in paragraph 4 of plaintiff's complaint was acquired by the United States through a judgment of condemnation rendered in certain proceedings entitled *United States v. 2574.18 acres of land in Cameron Parish, Louisiana, Little Lake Misere Land Company, Inc., Tax Collector of Cameron Parish, North American Land Company, Inc., Bell City Drainage District of Cameron and Calcasieu Parishes,* Civil Action File No. 4, in the United States District Court for the Western District of Louisiana, Lake Charles Division, dated January 25, 1939. The judgment of January 25, 1939, is recorded in Conveyance Book 41, page 49, under Entry No. 37771 of the Records of Cameron Parish, Louisiana, the judgment in condemnation hav-

ing become final and effective through a final judgment rendered by the same court on August 30, 1939, and recorded in Conveyance Book 43, page 13, under Entry No. 41013 of the Records of Cameron Parish. Certified copies of the two judgments are annexed hereto and made a part hereof as Exhibits 1 and 2.

6. The lands acquired by the United States in the condemnation proceedings referred to in the preceding paragraph are shown in blue on the attached map marked Exhibit "A" which is made a part hereof.

7. The judgment of condemnation in Civil Action No. 4, referred to above, contains the following reservation of minerals and mineral rights in favor of the prior owners of the property who were defendants in the condemnation proceedings:

> "Reserving unto the grantor, its successors, legal representatives and assigns, and specifically excepting from this acquisition, all the oil, gas, sulphur and other minerals in, on or under said land, together with the right of investigating, exploring, prospecting, drilling and mining for and producing said oil, gas, sulphur and other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures, thereon to produce, save, take care of, treat, store, transport and manufacture said minerals and housing the employees necessary for said purposes; which rights shall remain in force for a term of ten (10) years from the date of vesting of title in the United States and as long thereafter as oil, gas, sulphur or other mineral is produced from said land, or so long thereafter as grantor shall conduct drilling or reworking operations thereon with no cessation of more than sixty (60) days consecutively until production results; and, if production results, so long as such mineral is produced.
>
> "Provided further that at the end of said ten-year period of reservation, if not extended as hereinabove provided, or at the termination of any extended period in case the operation has not been carried on after said ten-year period as hereinabove provided, the right to mine, produce and market said oil, gas, sulphur or other mineral shall terminate at the end of said ten years, and the complete fee title to said lands shall thereby become vested in the United States.

"Provided that forty per cent (40%) of one-eighth (⅛) royalty of all oil, gas, sulphur and other minerals so removed shall be paid to the United States of America until the total royalties so paid to the United Sates shall equal the purchase price of $12,870.90."

8. No drilling, reworking or other operations were conducted and no production of minerals of any kind was obtained from the lands described in Paragraph 4 of plaintiff's complaint for a period of more than ten (10) years from and after January 25, 1939, and for a period of more than ten (10) years from and after August 30, 1939.

9. By deed dated November 15, 1966, recorded in File No. 112896 in Conveyance Book 230 of the Records of Cameron Parish, the defendant Little Lake Misere Land Company, Inc., conveyed to its shareholders, all of whom have been made defendants in this action, 90% of all of the royalties payable under oil, gas and mineral leases then or thereafter affecting the lands owned by that company prior to the judgment of condmnation rendered January 25, 1939, in Civil Action No. 4.

10. The plaintiff and the defendants have continued to claim the minerals and mineral rights in the property described in Paragraph 4 of the complaint subsequent to 1949. The United States acting through the Bureau of Land Management, Department of the Interior, issued oil and gas leases on December 1, 1955, covering the lands described in Paragraph 4 of the complaint. The defendants have also executed various contracts to other persons covering the same lands in which the defendants claim the mineral and mineral rights in the lands.

Civil Action No. 14589

11. The defendant Misere Oil & Gas Company, Inc., is a corporation duly organized and existing under the laws of the State of Louisiana, having its principal place of business in Lake Charles in the Parish of Calcasieu, Louisiana.

12. The property described in Paragraph 3 of the plaintiff's complaint, consisting of 10,048.01 acres of land in Cameron Parish, Louisiana, was acquired by the United States by an act of sale (deed) dated July 23, 1937, from Misere Land Company, Inc., a Louisiana corporation, as vendor, to the United States of America, as vendee, re-

corded in Conveyance Book 34, page 60, in File No. 36321 of the Records of Cameron Parish, Louisiana. The act of sale (deed) contains the following mineral reservation in favor of the vendor:

> "Reserving unto vendor, its successors, legal representatives and assigns, and specifically excepting from this sale all the oil, gas, sulphur and other minerals in, on or under said land, together with the right of investigating, exploring, prospecting, drilling and mining for and producing said oil, gas, sulphur and other minerals, laying pipe lines, building tanks, roads and canals, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, store, transport and manufacture said minerals, and housing the employees necessary for said purposes, which rights shall remain in force for a term of ten years from the date of the deed conveying said land and as long thereafter as oil, gas, sulphur or other mineral is produced from said land, or so long thereafter as vendor shall conduct drilling or reworking operations thereon with no cessation of more than sixty consecutive days until production results, and if production results, so long as such mineral is produced.
>
> "Provided further that at the end of said ten year period of reservation, if not extended as hereinabove provided, or at the termination of any extended period in case the operation has not been carried on after said ten-year period, as hereinabove provided, the right to mine, produce and market said oil, gas, sulphur and other minerals shall terminate at the end of said ten years, and the complete fee title to said land shall thereby become vested in the United States.
>
> "Provided that forty per cent (40%) of one-eighth (⅛) royalty of all oil, gas, sulphur and other minerals so removed shall be paid to the United States of America until the total royalties so paid to the United States shall equal the purchase price of $40,192.04."

Certified copy of said act of sale is annexed hereto as Exhibit 3.

13. The lands acquired by the United States by the act of sale (deed) of July 23, 1937, referred to in the previous

paragraph, are shown in red on the attached map which is made a part hereof as Exhibit "A".

14. No drilling, reworking or other operations were conducted and no production of minerals of any kind was obtained from the lands described in Paragraph 3 of plaintiff's complaint for a period of more than ten (10) years from and after July 23, 1937.

15. Misere Land Company, Inc., vendor in the deed to the United States of July 23, 1937, was completely and finally liquidated, and Alvin O. King, the duly elected and qualified Liquidator of said corporation, by deed dated December 27, 1943, conveyed to the shareholders of Misere Land Company, Inc., as a liquidating dividend, the minerals and mineral rights reserved by Misere Land Company, Inc., in the act of sale to the United States of July 23, 1937.

16. By various acts dated various dates in 1967, all parties who acquired from the Liquidator of Misere Land Company, Inc., the mineral rights reserved by Misere Land Company, Inc., in the act of sale to the United States of July 23, 1937 (or the successors of those parties who had then died) conveyed such minerals and mineral rights to Misere Oil & Gas Company, Inc., defendant in this action.

17. By deed dated March 28, 1968, recorded in File No. 114405 of the Records of Cameron Parish, Misere Oil & Gas Company, Inc., conveyed to the remaining parties named as defendants in this action 90% of all the royalties payable under oil, gas and mineral leases then affecting the lands described in Paragraph 3 of plaintiff's complaint, or royalties reserved in any lease thereafter executed affecting said lands.

18. The whole of the land described in Paragraph 3 of plaintiff's complaint was acquired by Misere Land Company, Inc., from the Smith Land & Lumber Company, Inc., February 26, 1929, for $46,000.00, $11,500.00 of which was paid in cash and the balance in four promissory notes, each for $8,625.00 due at the end of successive yearly periods. The land was sold by Misere Land Company, Inc., to the United States on July 23, 1937, for $40,192.04 cash, subject to the reservation of mineral rights set forth in Paragraph 12 of this stipulation.

19. The plaintiff and the defendants have continued to claim the minerals and mineral rights in the property described in Paragraph 3 of plaintiff's complaint subsequent

to 1947. The United States acting through the Bureau of Land Management, Department of the Interior, issued oil and gas leases on December 1, 1955, covering the lands described in Paragraph 3 of the complaint. The defendants have also executed various contracts to other persons covering the same lands in which the defendants claim the mineral and mineral rights in the lands.

IN TESTIMONY WHEREOF, this stipulation is executed this 6th day of May, 1970.

/s/ Donald E. Walter
DONALD E. WALTER
United States Attorney for the Western District of Louisiana

/s/ Dosite H. Perkins, Jr.
DOSITE H. PERKINS, JR.
Assistant United States Attorney
Attorneys for Plaintiff

/s/ Austin W. Lewis
AUSTIN W. LEWIS
Attorney for Defendants

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

UNITED STATES OF AMERICA PETITIONER VS. 2574.18 acres of land in Cameron Parish, Louisiana, Little Lake Misere Land Company, Inc., Tax Collector of Cameron Parish, North American Land Company, Inc., Bell City Drainage District of Cameron and Calcasieu Parishes.	Civil Action File No. 4

STIPULATION

It is hereby stipulated and agreed by and between the United States of America, petitioner, the Little Lake Misere Land Company, Inc., the North American Land Company, Inc., the Tax Collector of Cameron Parish, Louisiana, and the Bell City Drainage District of Cameron and Calcasieu Parishes, Louisiana, defendants, represented herein by their respective counsel, that a judgment and decree be entered herein in accordance with the attached consent decree.

Dated and signed at Lake Charles, Louisiana, January 24, 1939.

J. Fair Hardin
Attorney for the United States of America

By Alvin O. King
Attorneys for the Little Lake Misere Land Co. Inc., and the North American Land Co., Inc.

S. W. Plauche
Attorney for the Tax Collector of Cameron Parish, Louisiana, and the Bell City Drainage District of Cameron and Calcasieu Parishes, Louisiana, as Special Attorney General

EXHIBIT 1

Filed Jan. 24, 1939
E. C. Jackson, Clerk,
By Chas. B. Forshee
Deputy Clerk

(Title Omitted)

File No. 4

JUDGMENT

This cause coming on for hearing, after issue joined by answer of all defendants and in accordance with a written stipulation by all defendants herein filed, and the same being properly fixed for trial, the cause was duly taken up in open court at Lake Charles, Louisiana, on the 24th day of January, 1939, and tried, the evidence adduced and closed, and the Court having found that it had jurisdiction herein and that it was necessary that the property herein expropriated be taken for public use and the said proceedings were properly brought and prosecuted pursuant to the provisions of the Migratory Bird Treaty, 39 Stat. 1702, the Migratory Bird Treaty Act, 40 Stat. 755, and the Migratory Bird Conservation Act, 45 Stat. 1222, and that the Secretary of Agriculture was duly authorized to acquire the lands hereinafter described by Title 7 of the Act of Congress approved June 15, 1935, (45 Stat. 378, 384), and in accordance with Articles 2626 to 2641, inclusive, Civil Code of Louisiana, and the issues herein being submitted to the Court, and it having entered a judgment herein in favor of the plaintiff, United States of America, and against the defendants herein, Little Lake Misere Land Company, Inc., Tax Collector of Cameron Parish, North American Land Company, Inc., Bell City Drainage District of Cameron and Calcasieu Parishes,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that there be judgment in favor of the United States of America and against the defendants herein as named above, condemning and expropriating the following described property and assessing the value thereof at the following sums:

TRACT (140): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: All Section One (1); that part of Section 2 (2) lying East of the East right-of-way boundary of the Bell City Drainage Canal; that part of

Section Eleven (11) lying East of the East right-of-way boundary of the Bell City Drainage Canal, North of Little Lake Misere, and North of the North right-of-way boundary of the Intracoastal Waterway; and, in Section Twelve (12), that part lying North of the North right-of-way boundary of the Intracoastal Waterway, and bounded as follows:

Beginning at Corner 1, the intersection of the line common to Ts. 12 and 13 S., R 6 W., Secs. 35 and 2, with the East right-of-way boundary of the Bell City Drainage Canal; thence with part of the line common to T. 12 S., Sec. 35, and T. 13 S. Sec. 2, S. 89° 55′ E., 81.71 ch., to Corner 2, common to T. 12 S., Secs. 35 and 36, and T. 13 S., Secs. 1 and 2; thence; with the line common to T. 12 S., Sec. 36, and T. 13 S., Sec. 1, S 89° 55′ E., 82.68 chains, to Corner 3, Common to Ts. 12 and 13 S., Rs. 5 and 6 W., Secs. 1, 6, 31 and 36; thence in part with the line common to R. 5 W., Sec. 6, 6W, Sec. 1, and in part with part of the line common to R. 5W., Sec. 7 and R 6W Sec. 12, in T. 13 S., S. 96.67 chains to Corner 4, in the North right-of way boundary of the Intracoastal Waterway; thence, with the North right-of-way boundary of the Intracoastal Waterway, in part through Sec. 12 and in part through Sec. 11, R. 6 W., S. 69° 55′ W. 57.28 ch. to Corner 5; S. 69° 55′ W. 45.85 chs. to Corner 6, the intersection of the North right-of-way boundary of the Intracoastal Waterway with the Northeast shore of Little Lake Misere; thence, with the meanders of the Northeast shore of Little Lake Misere, N. 45° 46′ W., 0.21 chain (6–1); N. 84° 32′ W., 2.89 chs., (6–2); N. 11° 29′ W., 3.88 chains, (6–3); S. 77° 39′ W., 2.27 chs., (6–4) N. 62° 11′ W. 3.60 chains, (6–5); N. 83° 23′ W., 15.00 chains, (6–6) S. 60° 52′ W., 5.96 chs. (6–7); S. 55° 30′ W., 5.23 chs., to Corner 7, the intersection of the North shore of Little Lake Misere with the East right-of-way boundary of the Bell City Drainage Canal; thence, along the East right-of-way boundary of the Bell City Drainage Canal, in part through Sec. 11 and in part through Sec. 2, T. 13 S., R. 6 W., N. 33° 23′ W., 56.28 ch., to Corner 8, N. 31° 32′ W., 1.19 chs., (8–1); N. 27° 49′ W., 1.18 chs., (8–2); N. 24° 06′ W., 1.18 chs., (8–3); N. 20° 23′ W., 1.18 chs., (8–4); N. 16° 40′ W., 1.18 chs., (8–5); N. 12° 57′ W., 1.18 chs., (8–6); N. 9° 14′ W., 1.18 chs., (8–7); N. 5° 31′ W., 1.18 chs., (8–8); N. 1° 49′ W., 1.19 chs., to Corner 9; N. 0° 03′ E., 34.07 chs. to Corner 10; N. 0° 03′ E., 40.00 chs., to the place of beginning; containing one thousand eight hundred

ninety-four and sixty-one-hundredths (1,894.61) acres, more or less.

TRACT (140-I): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of Sections Eleven (11), Twelve (12) and Thirteen (13) lying South of the South right-of-way boundary of the Intracoastal Waterway and North of the North shores of Little Lake Misere and Lake Misere, bounded as follows:

Beginning at Corner 1, the intersection of the line common to T. 13 S., Rs. 5 and 6 W., Secs. 13 and 18, with the North shore of Lake Misere; thence, in part along the North shore of Lake Misere, and in part with the North shore of Little Lake Misere with the meanders thereof, in part through Secs. 13, 12 and 11, T. 13 S., R. 6 W., S. 68° 16′ W., 0.38 ch., (1–1); S. 82° 27′ W., 11.88 chs., (1–2); N. 86° 09′ W., 6.76 chs., (1–3); N. 74° 49′ W., 3.07 chs., (1–4); N. 52° 36′ W., 4.17 chs., (1–5); N. 43° 30′ W., 5.39 chs., (1–6); N. 71° 01′ W., 11.17 chs., (1–7); S. 75° 30′ W., 7.27 chs., to Corner 2; North 12° 17′ W., 5.00 chs., (2–1); N. 32° 29′ W., 4.34 chs., (2–2); N. 17° 33′ W., 2.85 chs., (2–3); N. 19° 07′ E., 2.30 chs., (2–4); S. 80° 11′ W., 4.53 chs., (2–5); N. 56° 18′ W., 4.30 chs., (2–6); N. 70° 46′ W., 7.70 chs., (2–7); N. 55° 36′ W., 11.75 chs., (2–8); N. 61° 18′ W., 9.34 chs., (2–9); N. 33° 46′ W., 5.53 chs., (2–10); N. 8° 46′ W., 3.46 chs., (2–11); N. 35° 49′ W., 7.13 chs., (2–12); N. 45° 46′ W., 3.25 chs., to Corner 3, the intersection of the Northeast shore of Little Lake Misere with the South right-of-way boundary of the Intracoastal Waterway; thence, along the South right-of way boundary of the Intracoastal Waterway, in part through Sec. 11 and in part through Sec. 12, N. 69° 55′ E., 43.66 chs., to Corner 4; N. 69° 55′ E., 55.64 chs., to Corner 5, the intersection of the South right-of-way boundary of the Intracoastal Waterway with the line common to Rs. 5 and 6 W., Secs. 7 and 12; thence, with part of the line common to Rs. 5 and 6 W., in part with part of the line common to Secs. 7 and 12 and in part with the line common to Secs. 13 and 18, S. 86.68 chs., to the place of beginning, containing four hundred ninety-four and sixty-two one-hundredths (494.62) acres, more or less.

TRACT (140-II): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of Section Two (2) lying West of the West right-of way boundary of the Bell City Drainage Canal, and bounded as follows:

Beginning at Corner 1, common to Secs. 2, 3, 10 and 11;

thence, with part of the line common to Secs. 2 and 3, N. 0° 03′ E., 0.54 ch., to Corner 2, the intersection of the line common to Secs. 2 and 3 with the West right-of-way boundary of the Bell City Drainage Canal; thence with the West right-of-way line of the Bell City Drainage Canal, S. 16° 40′ E., 0.56 ch., to Corner 3, the intersection of the West right-of-way line of the Bell City Drainage Canal with the line common to Secs. 2 and 11; thence, with part of the line common to Secs. 2 and 11, N. 89° 55′ W., 0.16 ch., to the place of beginning; containing four one-thousandths (0.004) acre, more or less.

TRACT (140-III): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of Section Two (2) lying between the center line and the East right-of-way boundary of the Bell City Drainage Canal; and that part of Section Eleven (11) lying between the East and West right-of-way boundaries of the Bell City Drainage Canal, and bounded as follows:

Beginning at Corner 1, common to T. 12 S., Secs. 34 and 35, and T. 13 S., Secs. 2 and 3, in the center of the Bell City Drainage Canal; thence, with part of the line common to T. 12 S., Sec. 35, and T. 13 S., Sec. 2, S. 89° 55′ E., 0.76 ch., to Corner 2, the intersection of the line common to Ts. 12 and 13 S., Secs. 35 and 2, with the East right-of-way boundary of the Bell City Drainage Canal; thence, along the East right-of-way boundary of the Bell City Drainage Canal, in part through Sec. 2 and in part through Sec. 11, S. 0° 03′ W., 40.00 chs., to Corner 3; S. 0° 03′ W. 34.07 chs., to Corner 4; S. 1° 49′ E., 1.19 chs., (4–1); S. 5° 31′ E., 1.18 chs., (4–2); S. 9° 14′ E., 1.18 chs., (4–3); S. 12° 57′ E., 1.18 chs., (4–4); S. 16° 40′ E., 1.18 chs., (4–5); S. 20° 23′ E., 1.18 chs., (4–6); S. 24° 06′ E., 1.18 chs., (4–7); S. 27° 49′ E., 1.18 chs., (4–8); S. 31° 32′ E., 1.19 chs., to Corner 5; S. 33° 23′; E., 56.28 chs., to Corner 6, the intersection of the East right-of-way boundary of the Bell City Drainage Canal with the North shore of Little Lake Misere; thence, with the Northwest shore of Little Lake Misere, crossing the mouth of the Bell City Drainage Canal, S. 56° 03′ W., 1.52 chs., to Corner 7, the intersection of the Northwest shore of Little Lake Misere with the West right-of-way boundary of the Bell City Drainage Canal; thence, along the West right-of-way boundary of the Bell City Drainage Canal, N. 33° 23′ W., 56.31 chs., to Corner 8; N. 31° 32′ W., 1.27 chs., (8–1); N. 27° 49′ W., 1.28

chs., (8–2); N. 24° 06′ W., 1.28 chs., (8–3); N. 20° 23′ W., 1.28 chs., (8–4); N. 16° 40′ W., 0.38 ch. to Corner 9, the intersection of the West right-of-way boundary of the Bell City Drainage Canal with the line common to Secs. 2 and 11; thence with part of the line common to Secs. 2 and 11, S 89° 55′ E., 0.79 ch., to Corner 10, the intersection of the line common to Secs. 2 and 11 with the center line of the Bell City Drainage Canal; thence, along the center line of the Bell City Drainage Canal; in Sec. 2, N. 16° 40′ W., 1.10 chs., (10–1); N. 12° 57′ W., 1.23 chs., (10–2); N. 9° 14′ W., chs. (sic), (10–1); N. 12° 57′ W., 1.23 chs., (10–2); N. 9° 14′ W., 1.23 chs., (10–3); N. 5° 31′ W., 1.23 chs., (10–4); N. 1° 49′ W., 1.23 chs., to Corner 11, the intersection of the center line of the Bell City Drainage Canal with the line common to Secs. 2 and 3; thence, with part of the line common to Secs. 2 and 3, N. 0° 03′ E., 34.08 chs., to Corner 12; N. 0° 03′ E., 40.00 chs., to the place of beginning containing fifteen and forty one-hundredths (15.40) acres, more or less.

TRACT (140-IV): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of section Two (2) lying between the center line and the West right-of-way boundary line of the Bell City Drainage Canal, and bounded as follows:

Beginning at Corner 1, the intersection of the West right-of-way boundary of the Bell City Drainage Canal with the line common to Secs. 2 and 11; thence, with the West right-of-way boundary of the Bell City Drainage Canal, in Sec. 2, N. 16° 40′ W., 0.56 ch., to Corner 2, the intersection of the West right-of-way boundary of the Bell City Drainage Canal with the line common to Secs. 2 and 3; thence, with part of the line common to Secs. 2 and 3, N. 0° 03′ E., 5.38 chs. to Corner 3, the intersection of the line common to Secs. 2 and 3, with the center line of the Bell City Drainage Canal; thence, along the center line of the Bell City Drainage Canal, in Sec. 2, S. 1° 49′ E., 1.23 chs., (3–1); S. 5° 31′ E., 1.23 chains, (3–2); S. 9° 14′ E., 1.23 chs., (3–3); S. 12° 57′ E., 1.23 chs., (3–4); S. 16° 40′ E., 1.10 chs., to Corner 4, the intersection of the center line of the Bell City Drainage Canal with the line common to Secs. 2 and 11; thence, with part of the line common to Secs. 2 and 11, N. 89° 55′ W. 0.79 Ch., to the place of beginning; containing 0.185 acre, more or less.

TRACT (140-V): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of

fractional sections Eleven (11) and Twelve (12) included within the right-of-way of the Intracoastal Waterway, lying northeast of Little Lake Misere, and bounded as follows:

Beginning at Corner 1, the intersection of the northerly right-of-way boundary of the Intracoastal Waterway with the northeast shore of Little Lake Misere; thence, along the shore of Little Lake Misere crossing the Intracoastal Waterway S. 45° 46′ E. 5.05 chains to Corner 2, the intersection of the southerly right-of-way boundary of the Intracoastal Waterway with the Northeast shore of Little Lake Misere with southerly right-of-way boundary of the Intracoastal Waterway N. 69° 55′ E. 43.66 chains to Corner 3; N. 60° 55′ E. 55.64 chains to Corner 4, the intersection of the southerly right-of-way boundary of the Intracoastal Waterway with the line common to Rs. 5 and 6 W., Section 7 and fractional Section 12; thence with the line common to Section 7 and fractional Section 12, Rs. 5 and 6 W., T. 13 S., crossing the Intracoastal Waterway North, 4.84 chains to Corner 5, the intersection of the line common to Ranges 5 and 6 W., Sec. 7 and fractional section 12, with the northerly right-of-way boundary of the Intracoastal Waterway; thence along the northerly right-of-way boundary of the Intracoastal Waterway S. 69° 55′ W. 57.28 chains to corner 6; S. 69° 55′ W., 45.85 chains to the place of beginning, containing 46.031 acres, more or less.

TRACT (140a): In Township Thirteen (13) South, Range Six (6) West, Louisiana Meridian: That part of Section Eleven (11) lying West of the West right-of-way boundary of the Bell City Drainage Canal, West of Little Lake Misere, and North of the North right-of-way boundary of the Intracoastal Waterway, and bounded as follows:

Beginning at Corner 1, common to Secs. 2, 3, 10 and 11: thence, with part of the line common to Secs. 2 and 11, S. 89° 55′ E., 0.16 ch., to Corner 2, the intersection of the line common to Secs. 2 and 11 with the West right-of-way boundary of the Bell City Drainage Canal in Sec. 11, S 16° 40′ E., 0.38 ch., (2–1); S. 20° 23′ E., 1.28 chs., (2–2); S. 24° 06′ E., 1.28 chs., (2–3); S. 27° 49′ E., 1.28 chs., (2–4); S. 31° 32′ E., 1.27 chs., Corner 3; S. 33° 23′ E., 56.31 chs., to Corner 4, the intersection of the West right-of-way boundary line of the Bell City Drainage Canal with the Northwesterly shore of Little Lake Misere; thence, along the Northwesterly shore

of Little Lake Misere with the meanders thereof, S. 11° 38′ W., 6.81 chs., (4–1); S 4° 14′ E., 5.28 chs., (4–2); S. 85° 09′ W., 1.62 chs., to Corner 5, the intersection of the Northwesterly shore of Little Lake Misere with the North right-of-way boundary of the Intracoastal Waterway; thence, with the North right-of-way boundary of the Intracoastal Waterway, S. 86° 13′ W., 5.30 chs., Corner 6; N. 87° 58′ W., 5.56 Chs., Corner 7; N. 84° 58′ W., 20.27 chs., to Corner 8; the intersection of the North right-of-way boundary of the Intracoastal Waterway with the line common to Secs. 10 and 11; thence, with part of the line common to Secs. 10 and 11, N. 0° 03′ E., 22.34 chs., Corner 9; N. 0° 03′ E., 40.00 chs., to the place of beginning; containing 123.34 acres, more or less, at the price of $5.00 per acre, or a total of ..... $12,870.90. And together there with all accretion land and all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, but subject to the existing easements and servitude resulting from the construction and operation of the Bell City Drainage Canal and the Intracoastal Waterway and subject to the following reservation:

Reserving unto the grantor, its successors, legal representatives and assigns, and specifically excepting from this acquisition, all the oil, gas, sulphur and other minerals in, on or under the said land, together with the right of investigating, exploring, prospecting, drilling and mining for and producing said oil, gas, sulphur and other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures, thereon to produce, save, take care of, treat, store, transport and manufacture said minerals and housing the employees necessary for said purpose; which rights shall remain in force for a term of ten (10) years from the date of vesting of title in the United States and as long thereafter as oil, gas, sulphur or other mineral is produced from said land, or so long thereafter as grantor shall conduct drilling or reworking operations thereon with no cessation of more than sixty (60) days consecutively until production results; and, if production results, so long as such mineral is produced.

Provided further that at the end of said ten-year period of reservation, if not extended as hereinabove provided, or at the termination of any extended period in case the

operation has not been carried on after said ten-year period as hereinabove provided, the right to mine, produce and market said oil, gas, sulphur or other mineral shall terminate at the end of said ten years, and the complete fee title to said lands shall thereby become vested in the United States.

Provided that forty per cent (40%) of one-eighth (⅛) royalty of all oil, gas, sulphur and other minerals so removed shall be paid to the United States of America until the total royalties so paid to the United States shall equal the purchase price of $12,870.90.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said sum of Twelve Thousand Eight Hundred Seventy Dollars and Ninety Cents ($12,870.90) shall be paid by the United States of America into the registry of the Court and that the United States shall have full, absolute and complete title to said land, subject to the reservation of minerals and the servitudes as hereinabove set forth, from and after the date of deposit of said money in the registry of the court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of this court be and she is hereby ordered and directed to pay out of said sum of money to the Little Lake Misere Land Company, Inc., herein decreed to be entitled thereto, the sum of Eleven Thousand One Hundred Ten and 90/100 Dollars ($11,110.90), and to pay to the Tax Collector of Cameron Parish, Louisiana, the sum of Seventeen Hundred and Sixty & No/100 Dollars (1760.00).

THUS DONE, RENDERED, READ ALOUD AND SIGNED in open court at Lakes Charles, Louisiana, this the 25th day of January, 1939.

/s/ Ben C. Dawkins
Judge

DISTRICT COURT OF THE UNITED STATES
WESTERN DISTRICT OF LOUISIANA
CLERK'S OFFICE

I, E. C. JACKSON, Clerk of the United States District Court for the Western District of Louisiana, do hereby certify that the foregoing eight pages contain a full, true and correct copy of

Stipulation and Judgment
in the cause entitled United States of America
versus
2574.18 acres of land in Cameron Parish, La., et al. No. 4
on the Civil Docket of said Court, as the original of same appears on file in this office.

WITNESS my hand and seal of office at the City of Shreveport, Louisiana, on this the 25th day of Jan., A.D. 1939.

L. C. Jackson
Clerk, U.S. District Court
Western District of Louisiana

By /s/ Mina E. Holt
Deputy Clerk

—oOo—

(Title Omitted)

File No. 4

FINAL JUDGMENT

This cause coming on for hearing, upon motion of the United States for final judgment, and it appearing that deposit has been made by the United States into the registry of this court of the sum of Twelve Thousand Eight Hundred Seventy and 90/100 ($12,870.90) Dollars, as prescribed by the judgment of this Court of date January 25, 1939, as shown by the receipt and certificate of clerk of this court of date August 21, 1939, said deposit being made for the use and benefit of the persons entitled thereto and as just compensation for the property herein condemned and in satisfaction of the judgment entered herein on January 25, 1939.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that valid and fee simple title to all of the property described in said judgment of date January 25, 1939, be and it is now vested in the United States of America, subject only to the reservations and exceptions as are set forth in the said judgment herein of date January 25, 1939.

THUS DONE, RENDERED AND SIGNED at Monroe, Louisiana, on this 30 day of August, 1939.

Ben C. Dawkins,
Judge

EXHIBIT 2

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CALCASIEU

BE IT KNOWN: That on this 23rd day of the Month of July in the year of our Lord one thousand nine hundred and thirty-seven, before me, Frank Field, a Notary Public, duly commissioned and qualified, in and for the Parish of Calcasieu, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared H. G. CHALKLEY, the president, and ALVIN O. KING, the secretary of the Misere Land Company, Inc., a corporation organized under the laws of the State of Louisiana, domiciled at Lake Charles, Calcasieu Parish, Louisiana, who declare that the said Misere Land Company, Inc. does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto the United States of America here present and represented by its agent, NORTON L. WISDOM, purchasing for itself and its assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

All of Sections Thirty-five and Thirty-six, Township Twelve South, Range Six West.

All of Sections thirty-one, Thirty-Two, Thirty-three, Thirty-four; all of Fractional Section Thirty-five, West of Lacassine Bayou; all of Fractional Section Thirty-six, West of Lacassine Bayou; all in Township Twelve South, Range Five West.

All of Section Two, West of Lacassine Bayou; all of Sections Three, Four, Five, Six, Seven, Eight, Nine; all of Section Ten, West of Lacassine Bayou; all of Section Eleven, West of Lacassine Bayou; all of Section Fifteen, North of Lake Misere; all of Section Seventeen, North of Lake Misere; all of Section Eighteen, North of Lake Misere; all in Township Thirteen South, Range Five West, less right of way of Intercoastal (sic) Canal, all located in Parish of Cameron, all of Louisiana Meridian, together with all rights, privileges

and appurtenances thereto belonging, containing ten thousand forty-eight and 01/100 acres, more or less.

Reserving unto vendor, its successors, legal representatives and assigns, and specifically excepting from this sale all the oil, gas, sulphur and other minerals in, on or under said land, together with the right of investigating, exploring, prospecting, drilling and mining for and producing said oil, gas, sulphur and other minerals, laying pipe lines, building tanks, roads and canals, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, store, transport and manufacture said minerals, and housing the employees necessary for said purposes, which rights shall remain in force for a term of ten years from the date of the deed conveying said land and as long thereafter as oil, gas, sulphur or other mineral is produced from said land, or so long thereafter as vendor shall conduct drilling or re-working operations thereon with no cessation of more than sixty consecutive days until production results, and if production results, so long as such mineral is produced.

Provided further that at the end of said ten year period of reservation, if not extended as hereinabove provided, or at the termination of any extended period in case the operation has not been carried on after said ten year period, as hereinabove provided, the right to mine, produce and market said oil, gas, sulphur and other minerals shall terminate at the end of said ten years, and the complete fee title to said land shall thereby become vested in the United States.

Provided that forty per cent (40%) of one-eighth (⅛) royalty of all oil, gas, sulphur and other minerals so removed shall be paid to the United States of America until the total royalties so paid to the United States shall equal the purchase price of $40,192.04.

To Have And to Hold the above described property unto the said purchaser, the United States of America, and its assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Forty Thousand, One Hundred Ninety-Two and 04/100 ($40,192.04) Dollars, cash, which the said purchaser has well and truly paid, in ready and current money to the said Misere Land Company, Inc., who hereby

acknowledges the receipt thereof and grants full acquittance and discharge thereof.

All State and Parish taxes up to and including the taxes due and exigible in the year 1936 are paid, as evidenced by the tax receipts exhibited to the undersigned Notary.

THUS DONE AND PASSED, in my office at Lake Charles, Louisiana, on the day, month and year herein first above written, in the presence of S. Arthur Knapp, and Charles J. Wehrt, competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

S. Arthur Knapp
Charles J. Wehrt

MISERE LAND COMPANY

By /s/ H. G. Chalkley
President

By /s/ Alvin O. King
Secretary

UNITED STATES OF AMERICA

By /s/ Norton L. Wisdom
Agent

BEFORE ME,

Frank Field
Notary Public

EXHIBIT 3

I, ALVIN O. KING, Secretary of the Misere Land Company, Inc., a corporation organized under the laws of Louisiana, domiciled at Lake Charles, Louisiana, hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of said company, adopted at a meeting of the Board on July 23, 1937, at which meeting the following directors were present, to-wit: W. P. Weber, H. J. Chalkley, Maurice J. Muller, and Alvin O. King, to-wit:

RESOLUTION

"BE IT RESOLVED by the Board of Directors of the Misere Land Company, Inc. that this company sell to the United States of America for the cash consideration of $40,192.04, subject to the provisions for the reservation of the minerals hereinafter stated, the following described land located in Cameron Parish, Louisiana, to-wit:

NOTE:

[Description omitted.]

"BE IT FURTHER RESOLVED that H. G. Chalkley, President of this company, be, and he is hereby, authorized to sign and execute the deed and all papers necessary to sell and convey said property as hereinabove provided, and to receive the consideration for the same, and all acts and things done or to be done by him in connection with the sale and transfer of said land be and the same are hereby ratified and approved."

IN TESTIMONY WHEREOF, witness my official signature and seal of said company at Lake Charles, Louisiana, on July 23, 1937.

/s/ Alvin O. King
Secretary
Misere Land Company

Filed:

May 6, 1970

(Title Omitted)

No. 14,588

MOTION FOR SUMMARY JUDGMENT

Defendants move the Court to enter, pursuant to Rule 56 of the Federal Rules of Civil Procedure, a Summary Judgment in Defendants' favor dismissing the action of Plaintiff and decreeing minerals and mineral rights reserved to the landowners in judgments dated January 25, 1939, and August 30, 1939, in suit entitled *United States v. 2574.18 acres of land in Cameron Parish, Louisiana, Little Lake Misere Land Company, Inc., Tax Collector of Cameron Parish, North American Land Company, Inc., Bell City Drainage District of Cameron and Calcasieu Parishes,* Civil Action No. 4 in the United States District Court for the Western District of Louisiana, Lake Charles Division, to be still effective for the reason that based on the stipulation of fact heretofore entered into by the parties and filed in this cause there is no genuine issue as to any material fact and the Defendants are entitled to judgment as a matter of law.

Respectfully submitted,

LISKOW & LEWIS

By /s/ Austin W. Lewis
AUSTIN W. LEWIS, *Trial Attorney*
GENE W. LAFITTE
RICHARD E. GERARD

Filed

Aug. 5, 1970

(Title Omitted)
No. 14,588
No. 14,589

MOTION FOR SUMMARY JUDGMENT BY PLAINTIFF, UNITED STATES OF AMERICA

The United States of America, plaintiff, moves the Court for a Summary Judgment, pursuant to Rule 56 of the Fed-

eral Rules of Civil Procedure, against defendants in conformity with the prayer of its complaint.

This motion is based upon the pleadings filed herein and upon the Stipulation of Fact entered into by the parties.

There is no genuine issue as to any material fact, and mover is entitled to a judgment herein as a matter of law.

WHEREFORE, the United States of America prays the Court to enter a Summary Judgment in its favor and against the defendants in conformity with the prayer of its complaint.

/s/ Donald E. Walter
/s/ Dosite H. Perkins, Jr.

(Title Omitted)
No. 14,588
No. 14,589

FOR PLAINTIFF

Messrs.:
Donald E. Walter, *U.S. Attorney*
D. H. Perkins, Jr., *Asst. U.S. Attorney*
P. O. Box 33
Shreveport, Louisiana

FOR DEFENDANTS

Liskow and Lewis
P. O. Box 970
Lake Charles, Louisiana

Doyle, Smith, Doyle, Gordon, Arata and Watters
23rd Floor, 225 Baronne Street
New Orleans, Louisiana

HUNTER, JUDGE:

Pursuant to Rule 42(a), Federal Rules of Civil Procedure, these actions, brought by the United States to quiet title to real property in Cameron Parish, in the State of Louisiana, were consolidated. Title to the property, described in de-

tail in the complaints, was acquired by the United States in one instance (Civil Action No. 14589) by purchase on July 23, 1937, and in the other (Civil Action No. 14588) by condemnation action and judgment entered August 30, 1939. The acquisitions were for the purpose of creating a migratory bird sanctuary in accordance with the provisions of the Migratory Bird Treaty, 39 Stat. 1702 (1916) the Migratory Bird Treaty Act, 40 Stat. 755 (1918), 16 U.S.C.A. § 703, and the Migratory Bird Conservation Act, 45 Stat. 1222 (1929), 16 U.S.C.A. § 715(a) through (e); and Articles 2626 through 2641, inclusive, Civil Code of Louisiana and 28 La. Stat. Ann. Rev. Stat. Title 52. The lands involved form a part of the Lacassine Wildlife Refuge.

The land was acquired subject to reservations of oil, gas, sulphur or other minerals. The judgment of condemnation contained the following reservation of minerals and mineral rights in favor of the owners of the property:

> Reserving unto the grantor, its successors, legal representatives and assigns, and specifically excepting from this acquisition, all the oil, gas, sulphur and other minerals in, on or under said land, together with the right of investigating, exploring, prospecting, drilling and mining for and producing said oil, gas, sulphur and other minerals, laying pipelines, building tanks, power stations, telephone lines and other structures, thereon to produce, save, take care of, treat, store, transport and manufacture said minerals and housing the employees necessary for said purposes; which rights shall remain in force for a term of ten (10) years from the date of vesting of title in the United States and as long thereafter as oil, gas, sulphur or other mineral is produced from said land, or so long thereafter as grantor shall conduct drilling or reworking operations thereon with no cessation of more than sixty (60) days consecutively until production results; and, if production results, so long as such mineral is produced.
>
> Provided further that at the end of said ten-year period of reservation, if not extended as hereinabove provided, or at the termination of any extended period in case the operation has not been carried on after said ten-year period as hereinabove provided, the right to mine, produce and market said oil, gas, sulphur or other mineral shall terminate at the end of said ten

years, and the complete fee title to said lands shall thereby become vested in the United States.[1]

No drilling, reworking or other operations were conducted and no production of minerals of any kind was obtained from the lands described in Civil No. 14589 for a period of more than ten (10) years from and after July 23, 1937, and no drilling, reworking or other operations were conducted and no production of minerals of any kind was obtained from the lands described in Civil No. 14588 for a period of more than ten (10) years from and after August 30, 1939.

Defendants' interests in the oil, gas, sulphur and other minerals terminated by the terms of the reservations respectively no later than July 23, 1947, and August 30, 1949, unless Act 315 of 1940 (LSA-R.S. 9:5806) has caused the reservations of the servitudes in favor of defendants to be imprescriptible.

The Act provides:

> * * * When land is acquired by conventional deed or contract, condemnation or expropriation proceeding by the United States of America, or any of its subdivisions or agencies, from any person, firm or corporation, and by the act of acquisition, verdict or judgment, oil, gas or other minerals or royalties are reserved, or the land so acquired is by the act of acquisition conveyed subject to a prior sale or reservation of oil, gas or other mineral or royalties, still in force and effect, said rights so reserved or previously sold shall be imprescriptible.

The Facts

The pertinent facts have been stipulated and the stipulation is attached to the original of this opinion.

Contention of The Parties

The plaintiff contends that the mineral rights reserved to the former owners in the deed to the United States and to the condemnees in the condemnation proceeding ex-

[1] The act of sale contains a mineral reservation worded exactly as the above quoted reservation except for a few words not pertinent to the outcome of this case.

pired by force of their own terms and were not affected by the operation of Act 315 of 1940 (LSA-R.S. 9:5806(a)). They argue that the terms of the reservations are explicit and create servitudes that are definite in their provisions and not subject to the imprescriptible provision of Act 315 of 1940. The Government insists also that if Act 315 of 1940 is interpreted as extending the grantors' or condemnees' servitude in the minerals, it is unconstitutional (1) as impairing the obligation of contract; (2) as derogating the supreme power of the Federal Government to acquire a precise estate by condemnation or purchase; and (3) as hostile and discriminatory against the United States in the acquisition of interests in the land.

On the other hand, defendants contend that *Leiter Minerals, Inc. v. United States* (5th Cir., 1964), 329 F. 2d 85, judgment vacated sub nom. *United States v. Leiter Minerals, Inc.*, 381 U.S. 413 (1965), as moot, is dispositive of the issues involved in this litigation.

History of Leiter Minerals, Inc.

The case for declaratory judgment was brought in Plaquemines Parish by the claimant to the mineral servitude against the lessee of the United States for an interpretation of Act 315 of 1940 as it applied to deeds to the United States in which a mineral servitude was reserved. The Louisiana District Court held that Act 315 of 1940 was applicable to all prescriptions, both statutory and contractural, and held for the plaintiff. Appeal was taken from that judgment to the Supreme Court of Louisiana, and assigned to the Court of Appeals of Louisiana, Fourth Circuit, since the Supreme Court did not have jurisdiction, *Leiter Minerals, v. California Company,* 239 La. 116, 118 So. 2d 124 (1960). The Court of Appeals reversed the District Court holding that the mineral reservation in the deed to the United States was of a specified contractual duration rather than a statutory prescriptive period. *Leiter Minerals, Inc. v. California Company,* 126 So. 2d 76 (1961). The Supreme Court of Louisiana granted certiorari and reversed and set aside the judgment and dismissed the plaintiff's suit. *Leiter Minerals, Inc. v. California Co.,* 241 La. 915, 132 So. 2d 845 (1961).

Thereafter, the United States, which had not been a party to the State Court litigation, resumed its suit to

quiet title to minerals in the United States District Court for the Eastern District of Louisiana. *United States v. Leiter Minerals, Inc.*, 204 F. Supp. 560 (1962). The District Court held that the servitude created in the deed was not governed by the usual laws of prescription and Act 315 of 1940 did not apply. Plaintiff's motion for summary judgment was granted. This case was reversed in *Leiter Minerals, Inc. v. United States*, 329 F. 2d 85 (5th Cir., 1964), with Judge Gewin dissenting, stating that he agreed with the District Court. Upon petition, the Supreme Court granted certiorari and thereafter, on suggestion of counsel, vacated the judgment, remanded the case to the District Court with directions to dismiss the complaint as moot. *United States v. Leiter Minerals, Inc.*, 381 U.S. 413 (1965).

Conclusions

Clearly, the provisions of the reservations in the instant cases reveal that the parties were stipulating for a period of contractual prescription for the conditional extinguishment of the mineral servitudes. We agree with the parties that the Fifth Circuit's 2-1 decision in *Leiter Minerals*, 329 F. 2d 85, is dispositive of the issues involved in this litigation, unless the vacating of that decision by the Supreme Court, 381 U.S. 413, frees this Court to decide the Louisiana law and the federal constitutional issues as it, this Court, feels they should be decided. The main thrust of the Government's argument is that we are to decide all issues "de novo".

The procedure of vacating the judgment and dismissing the complaint is commonly used "to prevent a judgment, unreviewable because of mootness, from spawning any legal consequences." U. S. v. Munsingwear, 340 U.S. 36. This means that the vacated judgment clears the path for future re-litigation of the issues between the parties and eliminates a judgment, review of which was prevented (in Leiter Minerals) as a result of compromise. The effect of the vacated judgment may or may not free the Fifth Circuit from its 2-1 decision. Nevertheless, this Court (the Western District of Louisiana) must give to that decision stare decisis effect. Comment, Disposition of Moot Cases by the United States Supreme Court, 22 U. Chi. L. Rev. 77, 93 (1955); Granville-Smith v. Granville-Smith, 214 F. 2d 820 (3rd Cir., 1954); U.S. v. Wolfe, 232 F. Supp. 85 (1964).

Any decision by this Court which would be contrary to the Fifth Circuit decision in *Leiter Minerals* would, in my judgment, be an unwarranted attempt to usurp the authority of the appellate Court. Our conclusion is that we are obligated to follow Leiter Minerals. The dismissal of that case by the Supreme Court as moot does not constitute a cogent reason to alter that obligation.

Judgment for Defendants. Proper decree should be presented.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana, on this the 8th day of March, 1971.

/s/ Edwin F. Hunter, Jr.
United States District Judge

Filed:
March 9, 1971

(Title Omitted)
No. 14588

JUDGMENT

This matter came on for trial on November 30, 1970, on a Stipulation of Fact entered into by the parties and it appearing that the law and the evidence are in favor of Defendants and against Plaintiff, United States of America, for the written reasons assigned by this Court March 8, 1971,

IT IS ORDERED, ADJUDGED AND DECREED, that the complaint of the United States of America, Plaintiff, be and is hereby dismissed and the Defendants, LITTLE LAKE MISERE LAND COMPANY, INC., NORTH AMERICAN LAND COMPANY, INC., FOREST OIL COMPANY, GLADYS KELLY DUPUY, JAMES F. GAYLE, MRS. SHIRLEY GAYLE, ADMINISTRATRIX OF THE ESTATE OF W. GEDGE GAYLE, ALICE B. KELLY, NANCY WHITESIDE KELLEY, TRUSTEE: KING CORPORATION, VORIS KING, STANLEY W. KEMP, ADMINISTRATOR OF THE ESTATE OF F. A. LEMIEUX, FRANK J. LEMIEUX, GRACE MUSSER ZOOK, MABLE MUSSER POTTER, IRENE MUSSER ERWIN, MORGAN MUSSER, A. W. NOLAND, JR., MRS. B. A. MOULTER, EXECUTRIX OF THE ES-

TATE OF A. P. PUJO, C. A. KING II, WILLIS W. NOLAND, F. J. VINCENT, MARGARET H. HEARD, JOHN WATKINS HUBER, C. E. BRAZIL, LOUIE D. BARBE, EXECUTOR OF THE ESTATE OF A. M. BARBE, BARBE GODEAU, ROBERT NOLAND AND H. MOSS WATKINS, be and are hereby recognized as owners of the mineral rights reserved to said Defendants or their predecessors in title through judgment of condemnation rendered in those certain proceedings entitled "United States of America v. 2574.18 acres of land in Cameron Parish, Louisiana, Little Lake Misere Land Company, Inc., Tax Collector of Cameron Parish, North American Land Company, Inc., Bell City Drainage District of Cameron and Calcasieu Parishes," Civil Action No. 4 in the United States District Court for the Western District of Louisiana, Lake Charles Division, dated January 25, 1939, and recorded in Conveyance Book 41, page 49, under Entry No. 39771 of the Records of Cameron Parish, Louisiana, said judgment having become final and effective through a final judgment rendered by the same court August 30, 1939, and recorded in Conveyance Book 43, page 13, under Entry No. 41013 of the Records of Cameron Parish, Louisiana, which said judgments relate to and affect the following described lands situated in Cameron Parish, Louisiana:

[Description omitted.]

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the mineral rights so reserved to Defendants are and shall be imprescriptible.

All costs of this action are to be borne by Plaintiff, the United States of America.

Dated at Lake Charles, Louisiana, this 20th day of April, 1971.

/s/ Edwin F. Hunter, Jr.
United States District Judge

Filed:
Apr. 20, 1971

(Title Omitted)

No. 14588
No. 14589

NOTICE OF APPEAL

Notice is hereby given that the United States of America, the plaintiff above named, hereby appeals to the United States Court of Appeals for the Fifth Circuit from the judgments entered April 20, 1971, by the Honorable Edwin F. Hunter, District Judge, against the United States and in favor of the defendants.

Dated: June 9, 1971.

/s/ Donald E. Walter
/s/ D. H. Perkins, Jr.

Filed
June 11, 1971

(Title Omitted)

No. 14,589

ACTION TO QUIET TITLE AND FOR INJUNCTIVE RELIEF

COMPLAINT

The United States of America, by Edward L. Shaheen, United States Attorney for the Western District of Louisiana, acting under authority of the Attorney General of the United States and at the request of the Secretary of the Interior, respectfully shows to the Court:

1. This is a civil action brought by the United States to quiet title and for injunctive relief, and jurisdiction of this Court is based and predicated upon 28 U.S.C. sec. 1345.

2. The defendant Misere Oil & Gas Company, Inc., is a corporation organized and existing under the laws of the State of Louisiana and is domiciled in the Parish of Calcasieu, Louisiana.

3. The United States is the owner in fee simple, including all of the minerals and mineral rights, of the following described property, comprising approximately 10,050 acres of land situated in Cameron Parish, Louisiana:

All of Sections Thirty-Five and Thirty-Six, Township Twelve South, Range Six West.

All of Sections Thirty-one, Thirty-two, Thirty-three, Thirty-four; all of Fractional Section Thirty-five, West of Lacassine Bayou; all of Fractional Section Thirty-six, West of Lacassine Bayou; all in Township Twelve South, Range Five West.

All of Section Two, West of Lacassine Bayou; all of Sections Three, Four, Five, Six, Seven, Eight, Nine; all of Section Ten, West of Lacassine Bayou; all of Section Eleven, West of Lacassine Bayou; all of Section Fifteen, North of Lake Misere; all of Section Seventeen, North of Lake Misere; all of Section Eighteen, North of Lake Misere; all in Township Thirteen South, Range Five West, less right of way of Intracoastal Canal, all located in Parish of Cameron, all of Louisiana Meridian, together with all rights, privileges and appurtenances thereto belonging, containing ten thousand forty-eight and 01/100 acres, more or less.

4. The property described in the previous paragraph (3) was acquired by the United States by deed dated July 23, 1937, from Misere Land Company, Inc., a Louisiana corporation, to the United States, and recorded in Conveyance Book 34, page 60, under File No. 36321 of the records of Cameron Parish, Louisiana.

5. The deed of July 23, 1937, from Misere Land Company, Inc., to the United States, referred to in the previous paragraph, contains the following reservation of minerals in favor of the Misere Land Company, Inc., the Government's grantor, whose successors in interest are the defendants in this action:

[Reservation omitted.]

6. During a period of more than ten years after July 23, 1937, the date of the deed from Misere Land Company, Inc., to the United States, no drilling or reworking operations were conducted and no production of any of the minerals named in the mineral reservation set forth in the previous paragraph was obtained from the lands described in paragraph 3.

7. As a result of the failure of the Misere Land Company,

Inc., and its successors in interest to conduct operations provided for in the mineral reservation or to obtain the production of minerals within the period of ten years following the date of the deed from the Misere Land Company, Inc., to the United States, the ten-year period terminating on July 23, 1947, the mineral reservation expired on that date, and the United States immediately became the owner of the fee simple title to the lands described in paragraph 3 hereof, including all of the minerals and mineral rights therein.

8. Since the expiration or termination of the mineral reservation on July 23, 1947, and the reversion of the minerals and mineral rights to the United States as the fee owner of the property, the United States, through its mineral lessees, has been in continuous physical possession of the property described in paragraph 3 hereof, including the minerals and mineral rights, and has continued to be and is the owner of the minerals and mineral rights in said property.

9. That notwithstanding the expiration or termination of the mineral rights originally reserved in the deed of July 23, 1937, from the Misere Land Company, Inc., to the United States, the defendants wrongfully claim all of the minerals and mineral rights in said property or mineral royalty rights emanating from the original owner of the mineral reservation.

10. The United States as the owner in fee simple of the property described in paragraph 3 hereof, including all of the minerals and mineral rights, and being in possession of said lands, minerals and mineral rights, is entitled to have its title in and to the minerals and mineral rights in the property quieted in it and against any claims asserted thereto by the defendants.

11. The United States, as owner of the property in fee simple title, is also entitled to a permanent injunction against the defendants, their officers, agents, servants, employees and attorneys, and all persons in active concert or participation with them, from asserting or claiming any right, title or interest to the minerals and mineral rights in the property.

WHEREFORE, plaintiff, the United States of America, prays for judgment against the defendants as follows:

(a) Quieting title of the United States in and to all of

the minerals and mineral rights in and under the lands described in paragraph 3 hereof as against any claim and contentions on the part of the defendants;

(b) Decreeing that the United States has title to all of said minerals and mineral rights, subject only to existing oil, gas and mineral leases as granted by the United States and further decreeing that the defendants do not have any title or claim to said minerals and mineral rights;

(c) Permanently enjoining the defendants, their officers, agents, servants, employees and attorneys, and all persons in active concert or participation with them, from asserting or claiming any title to or interest in said minerals and mineral rights, and

(d) For such additional orders and decrees and such other relief as may be just and proper, together with costs.

/s/ Edward L. Shaheen
/s/ D. H. Perkins, Jr.

Filed
April 25, 1969

(Title Omitted)

No. 14,589

ANSWER

NOW INTO COURT, through undersigned counsel come MISERE OIL & GAS COMPANY, INC.; HELEN WEBER HARRIS; HELEN RICHARD NOLAND; A. W. NOLAND, JR.; HENRY G. CHALKLEY; MARY HANNAH CHALKLEY; HENRY CHALKLEY ALEXANDER; LAURA ALEXANDER LEACH; PEARL JACOBS MULLER; JANICE MULLER DAVIS; ADOLPH MARX; RUTH PERKINS KING, TESTAMENTARY EXECUTOR OF THE ESTATE OF JEAN M. KING; VORIS KING; VAN HOLMAN KING; BETSY BEE KING ROBINSON; CYRUS ARTHUR KING II; MARY KATHRYN KING; JEAN LARUE KING; GEORGE M. KING III; EDNA KING CHAPMAN; C. A. KING II, DATIVE TESTAMENTARY EXECUTOR OF THE ESTATE OF CYRUS ARTHUR KING; MILLER H. ALEXANDER; MILLER H. ALEXANDER, ADMINISTRATOR OF THE ESTATE OF GERTRUDE

C. ALEXANDER, and for answer to the plaintiff's complaint, respectfully aver:

1.

The allegations of Paragraph 1 of said complaint are admitted.

2.

The allegations of Paragraph 2 of said complaint are admitted.

3.

In answer to Paragraph 3 of said complaint, defendants admit that the United States is the owner of the surface title to the 10,050 acre tract described in said paragraph, but defendants deny that the United States has any interest in the minerals and mineral rights in said land.

4.

In answer to Paragraph 4 of said complaint, defendants admit that the United States acquired the surface rights only in the property described in Paragraph 3 of said complaint by deed therein described, but defendants deny that said deed vested in the United States any interest in the mineral rights in said land.

5.

The allegations of Paragraph 5 of said complaint are admitted.

6.

The allegations of Paragraph 6 of said complaint are admitted.

7.

The allegations of Paragraph 7 of said complaint are especially denied.

8.

In answer to Paragraph 8 of said complaint, defendants admit that the United States has been in possession of the surface of the property since July 23, 1947, but all other allegations contained in said paragraph are denied.

9.

In answer to Paragraph 9 of said complaint, defendants admit that they have been and are now claiming all of the minerals and mineral rights or the mineral royalty rights emanating from the original owners and holders of the mineral reservation, but all other allegations contained in said paragraph are denied.

10.

The allegations of Paragraph 10 of said complaint are denied.

11.

The allegations of Paragraph 11 of said complaint are denied.

FURTHER ANSWERING, your defendants aver:

12.

That as is alleged in the plaintiff's complaint, all of the minerals and mineral rights in the property described in said complaint were fully reserved to your defendants or their predecessors in title by the deed described in Paragraph 4 thereof and defendants aver that the consideration paid for the transfer evidenced by said deed did not cover the value of the mineral rights in the property transferred therein.

13.

That the properties involved in this suit were purchased for public use as a Migratory Wild Life Refuge pursuant to the provisions of the Migratory Bird Treaty, 39 Stat. 1702, the Migratory Bird Treaty Act, 40 Stat. 755, and the Migratory Bird Conservation Act, 45 Stat. 1222, and the Secretary of Agriculture was duly authorized to acquire

said lands by Title 7 of the Act of Congress approved June 15, 1935 (45 Stat. 378, 384), and in accordance with Articles 2626 to 2641, inclusive, Civil Code of Louisiana.

14.

That approximately three years after the reservation of all mineral rights by Misere Land Company, Inc., from the sale to the United States of July 23, 1937 and while said mineral reservation was still in full force and effect, the Louisiana Legislature adopted Act 315 of 1940 (LSA-R.S. 9:5806) which provided in part as follows:

> "• • • That when land is acquired by contract, condemnation or expropriation proceedings by the United States of America, or any of its subdivisions or agencies, from any person, firm or corporation, and by the act of acquisition, verdict or judgment, oil, gas, and/or other minerals or royalties are reserved, or the land so acquired is by the act of acquisition conveyed subject to a prior sale or reservation of oil, gas and/or other minerals or royalties, still in force and effect, said rights so reserved or previously sold shall be imprescriptible."

15.

That the mineral reservation incorporated in the deed in favor of your defendants and their predecessors in title clearly established a mineral servitude of uncertain and indefinite duration; and defendants aver therefore that as a result of the adoption of said Act 315 of 1940 while the mineral servitude was still in effect, the mineral rights so reserved were and are now imprescriptible.

16.

That at all times from the original reservation provided for in said deed and particularly subsequent to July 23, 1947 they have continued to assert their title to the mineral rights so reserved and have executed various contracts affecting these rights.

WHEREFORE, defendants pray for judgment against the plaintiff, the United States of America, as follows:

(a) Decreeing that your defendants have title to all of the minerals and mineral rights in the lands de-

scribed in Paragraph 3 of plaintiff's complaint and that said mineral rights are and shall remain imprescriptible.

(b) Quieting the title of your defendants to all of the minerals and mineral rights in said lands as against any claims or contentions of the United States of America.

(c) For such additional orders and decrees and such other relief as may be just and proper, together with costs.

By their attorneys,
LISKOW & LEWIS
/s/ Austin W. Lewis
AUSTIN W. LEWIS
GENE W. LAFITTE
RICHARD E. GERARD

Filed
July 30, 1969

(Title Omitted)

No. 14,589

MOTION FOR SUMMARY JUDGMENT

Defendants move the Court to enter, pursuant to Rule 56 of the Federal Rules of Civil Procedure, a Summary Judgment in Defendants' favor dismissing the action of Plaintiff and decreeing minerals and mineral rights reserved in act of sale from Misere Land Company, Inc., to The United States of America July 23, 1937, to be still effective for the reason that based on the stipulation of fact heretofore entered into by the parties and filed in this cause, there is no genuine issue as to any material fact that the Defendants are entitled to judgment in their favor as a matter of law.

Respectfully submitted,
LISKOW & LEWIS
By /s/ Austin W. Lewis
AUSTIN W. LEWIS
GENE W. LAFITTE
RICHARD E. GERARD

Filed
Aug. 5, 1970

(Title Omitted)

No. 14,589

JUDGMENT

This matter came on for trial on November 30, 1970, on a Stipulation of Fact entered into by the parties and it appearing that the law and the evidence are in favor of Defendants and against Plaintiff, United States of America, for the written reasons assigned by this Court March 8, 1971,

IT IS ORDERED, ADJUDGED AND DECREED that the complaint of the United States of America, Plaintiff, be and is hereby dismissed and the Defendants, MISERE OIL & GAS COMPANY, INC., HELEN WEBER HARRIS, HELEN RICHARD NOLAND, A. W. NOLAND, JR., HENRY G. CHALKLEY, MARY HANNAH CHALKLEY, HENRY CHALKLEY ALEXANDER, LAURA ALEXANDER LEACH, PEARL JACOBS MULLER, JANICE MULLER DAVIS, ADOLPH MARX, RUTH PERKINS KING, TESTAMENTARY EXECUTOR OF THE ESTATE OF JEAN M. KING, VORIS KING, VAN HOLMAN KING, BETSY BEE KING ROBINSON, CYRUS ARTHUR KING II, MARY KATHRYN KING, JEAN LARUE KING, GEORGE M. KING, III, EDNA KING CHAPMAN, C. A. KING II, DATIVE TESTAMENTARY EXECUTOR OF THE ESTATE OF CYRUS ARTHUR KING, MILLER H. ALEXANDER, MILLER H. ALEXANDER, ADMINISTRATOR OF THE ESTATE OF GERTRUDE C. ALEXANDER, be and are hereby recognized as owners of the mineral rights reserved to Misere Land Company, Inc., in act of sale to the United States of America dated July 23, 1937, recorded in Conveyance Book 34, page 60, under File No. 36321 of the Records of Cameron Parish, Louisiana, relating to and affecting the following described lands situated in Cameron Parish, Louisiana:

[Description omitted.]

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the mineral rights so reserved by Misere Land Company, Inc., and now owned by Defendants are and shall be imprescriptible.

All costs of this action are to be borne by plaintiff, the United States of America.

Dated at Lake Charles, Louisiana, this 20th day of April, 1971.

/s/ Edwin F. Hunter, Jr.
District Judge

Filed
April 20, 1971

(Title Omitted)
No. 14,589
14,588

MOTION TO EXTEND TIME WITHIN WHICH TO FILE RECORD ON APPEAL

NOW INTO COURT, through undersigned counsel, comes Plaintiff-Appellant herein and moves for an extension of fifty (50) days from July 21, 1971, the date on which the record on appeal is due to be filed with the Fifth Circuit Court of Appeals, because the Reporter who will prepare the record on appeal for the Clerk, on account of the press of accumulated prior business, will be unable to complete the transcript of appeal and file the same within forty (40) days as required by Rule 73(g) of the Federal Rules of Civil Procedure.

Signed at Shreveport, Louisiana, this 13th day of July, 1971.

DONALD E. WALTER,
United States Attorney

By /s/ D. H. Perkins, Jr.
D. H. PERKINS, JR.
Assistant United States Attorney

ORDER

The foregoing motion being considered:

IT IS ORDERED that Plaintiff-Appellant, be and they are hereby granted an extension of fifty (50) days from the 21st day of July, 1971, within which to file the record on appeal with the United States Circuit Court of Appeals for the Fifth Circuit.

Thus done and signed at Shreveport, Louisiana, this 13th day of July, 1971.

/s/ Ben C. Dawkins, Jr.
BEN C. DAWKINS, JR.
United States District Judge

Filed
July 13, 1971

SUPREME COURT OF THE UNITED STATES

No. 71-1459

UNITED STATES, PETITIONER

v.

LITTLE LAKE MISERE LAND COMPANY, INC., ET AL.

ORDER ALLOWING CERTIORARI. Filed October 10, 1972.

The petition herein for a writ of certiorari to the United States Court of Appeals for the Fifth Circuit is granted.

☆ U.S. Government Printing Office: 1972—479-687/263